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3
4 BILL NO. S-74-11- 45

5 SPECIAL ORDINANCE NO. S- 189-74

6 AN ORDINANCE approving contracts with ROBERT J.
7 HOUSER for curb and sidewalk construction in
8 connection with Resolution No. 5648-74

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. The contracts between the City of Fort Wayne, by and
12 through its Mayor and the Board of Public Works and ROBERT J. HOUSER for
13 curb and sidewalk construction as follows:

14 In 1st District on both sides of Creighton Avenue from the east
15 property line of Harrison Street to the west property line of
16 Lafayette Street

17 Total Cost of Approximately \$23,741.60

18 In 1st District on both sides of Calhoun Street from the south
19 property line of Brackenridge Street to the north property
20 line of Suttentfield Street

21 Total cost of approximately \$49,149.85

22 the City to pay approximately \$58,627.45 and the balance to be paid by the property
23 owners under Barrett Law, all as more particularly set forth in said Contract which
24 is on file in the Office of the Board of Public Works, and is by reference incorpor-
25 ated herein and made a part hereof, is hereby in all things ratified, confirmed
26 and approved.

27 SECTION 2. This Ordinance shall be in full force and effect from and
28 after its passage and approval by the Mayor.

29
30 
31 Councilman

32
33
34 APPROVED AS TO FORM
35 AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Morgan, seconded by Morgan, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11/26/74

Charles D. Whitman
CITY CLERK

Read the third time in full and on motion by Morgan, seconded by Morgan, and duly adopted, placed on its passage.

Passed (~~LOST~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 12-10-74

Charles D. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 189-74 on the 10th day of December, 1974.

ATTEST: (SEAL)
Charles D. Whitman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 11:00 o'clock A M., E.S.T.

Charles D. Whitman
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 3:00 o'clock P M., E.S.T.

Sam H. Purdy
MAYOR

Bill No. S-74-11-45

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving contracts with ROBERT J. HOUSER for curb and sidewalk construction
in connection with Resolution No. 5648-74

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W.C. Moses Jr.

John Nuckols

James S. Stier

William T. Hinga

Vivian G. Schmidt

DATE 12-10-74 CONCURD IN
CHARLES W. WESTERMAN, CITY CLERK

Prior approval

61-18038 10/31/24
BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification

CONTRACT

6198

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ -ROBERT J. HOUSER- _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve curbs and sidewalks in 1st District on both sides of Creighton Avenue from the east property line of Harrison Street to the west property line of Lafayette Street.

by grading and paving the roadway to a width of _____ feet with _____

5" Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5648-1974 and at the following price per lineal foot

Contract "C"

at the following prices:

Sidewalk Removal	Five dollars and no cents, per square yard	5.00
Curbface Walk	One dollar and thirty cents, per square foot	1.30
Standard Walk	One dollar and twenty five cents, per square foot	1.25
Curb Removal	Two dollars and forty cents, per lineal foot	2.40
New 6" Capped Curb	Three dollars and fifty cents, per lineal foot	3.50
Common Excavation	Twenty dollars and no cents, per cubic yard	20.00
New 9" Concrete	Sixteen dollars and no cents, per square yard	16.00
Seed and Fertilizer	One dollar and no cents, per square yard	1.00
Dirt Backfill	Five dollars and no cents, per ton	5.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII)

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. _____ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before _____, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

_____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

Robert H. Hansen

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
[Signature]
[Signature]

Its Board of Public Works and Mayor.

001 31 575

GUARANTY BOND

Know All Men by These Presents, That we-----

-----ROBERT J. HOUSER-----

Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY THREE THOUSAND,

SEVEN HUNDRED FORTY ONE DOLLARS AND SIXTY CENTS-----

-----(\$ 23,741.60)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----ROBERT J. HOUSER-----

did on the 26th day of September

1974

, enter into a contract with the City of Fort Wayne to construct a

Sidewalk

Pavement

on both sides of Creighton Avenue ~~XXXX~~ from the east property line of Harrison Street to the west property line of Lafayette Street.

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said Robert J. Houser

-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 18th day of October, 1974

ROBERT J. HOUSER

(SEAL)

BY: Robert J. Houser (SEAL)

AMERICAN STATES INSURANCE COMPANY

ITS: Charles C. Heston (SEAL)

Attorney-In-Fact

Approved this 31st day of October, 1974

Board of Public Works.

APPROVED AS TO FORM AND CONTENT

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we-----

-----ROBERT J. HOUSER-----

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY THREE THOUSAND, SEVEN HUNDRED FORTY ONE DOLLARS AND SIXTY CENTS for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 23,741.60) -----

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 26th

day of September, 1974, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and condition s for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 18th day of October, 1974

ROBERT J. HOUSER (SEAL)

BY: Robert J. Houser (SEAL)

ITS: American States Insurance Company (SEAL)

BY: Charles C. Houser (SEAL)

Attorney-In-Fact

Approved this 3/10 day of: October, 1974

Glen Carls
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

October 9, 1974

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

RAY E. SANDERSON, R. MORSE SANDERSON, CHARLES C. HETFIELD and W. K. MOLLENHOUR, III

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 9th day of January

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

ATTEST: W. H. Krasean
Assistant Secretary

By William M. Evans
Second Vice-President

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 9th day of January, A. D. 19 74, before me personally came

William M. Evans

_____ to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Diney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, W. H. Krasean

_____, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 18th

day of October, A. D. 19 74

(SEAL)

Price Agreed

61-181-11

Make copy + send to Houser

BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification *Price Agreed*

10/31/74

CONTRACT

6200

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ ROBERT J. HOUSER _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve curbs and sidewalks in 1st District as follows:

On both sides of Calhoun Street from the south property line of Brackenridge Street to the north property line of Sutfenfield Street.

by grading and paving the roadway to a width of _____ feet with _____
5" Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5648-1974 and at the following price per lineal foot:

at the following prices:

Sidewalk Removal	Five dollars and no cents, per square yard	5.00
Curbside Walk	One dollar and thirty cents, per square foot	1.30
Standard Walk	One dollar and twenty five cents, per square foot	1.25
Curb Removal	Two dollars and forty cents, per lineal foot	2.40
New 6" Capped Curb	Three dollars and fifty cents, per lineal foot	3.50
Common Excavation	Twenty dollars and no cents, per cubic yard	20.00
New 9" Concrete	Sixteen dollars and no cents, per cubic yard	16.00
Seed and Fertilizer	One dollar and no cents, per square yard	1.00
Dirt Backfill	Five dollars and no cents, per ton	5.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5648-1974 ("A") the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19 _____

ROBERT J. HOUSER

BY: Robert J. Houser

ITS: _____

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
[Signature]
[Signature]
Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we-----

-----ROBERT J. HOUSER-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY NINE THOUSAND,
ONE HUNDRED FORTY NINE DOLLARS AND EIGHTY FIVE CENTS-----

-----(\$49,149.85)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----ROBERT J. HOUSER-----

did on the 26th day of September

1974, enter into a contract with the City of Fort Wayne to construct a
Sidewalk Pavement

on both sides of Calhoun Street from south property line of Brackenridge
Street to the north property line of Suttentfield Street

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said Robert J. Houser

-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 18th day of October, 1974

ROBERT J. HOUSER

(SEAL)

BY: Robert J. Houser (SEAL)
AMERICAN STATES INSURANCE COMPANY

ITS: Charles C. [Signature] (SEAL)
Attorney-In-Fact

Approved this 31st day of

Glenn C. [Signature]
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we -----

-----ROBERT J. HOUSER-----

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY NINE

THOUSAND ONE HUNDRED FORTY NINE DOLLARS AND EIGHTY FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$49,149.85)-----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the 26th -----

day of September, 1974, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 18th day of October, 1974

ROBERT J. HOUSER (SEAL)

BY: Robert J. Houser (SEAL)

ITS: (SEAL)

AMERICAN STATES INSURANCE COMPANY

BY: (SEAL)

Attorney-In-Fact

Approved this 31st day of October, 1974

Glen C. Cudde

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

October 8, 1974

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

RAY E. SANDERSON, R. MORSE SANDERSON, CHARLES C. HETFIELD and W. K. MOLLENHOUR, III

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 9th day of January

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

ATTEST: W. H. Krasean
Assistant Secretary

By William M. Evans
Second Vice-President

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 9th day of January, A. D. 19 74, before me personally came

William M. Evans

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires _____

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

W. H. Krasean

I, W. H. Krasean, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 18th

day of October, A. D. 19 74

(SEAL)

W. H. Krasean
Assistant Secretary

DIGEST SHEETTITLE OF ORDINANCE SPECIALS-74-11-45DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Approving a contract for Curbs and Sidewalks in 1stDistrict (Creighton Avenue) and Approving a contract for curbs andSidewalks in 1st District (Calhoun Street)Resolution 5648-74EFFECT OF PASSAGE Construction of sidewalksEFFECT OF NON-PASSAGE NosidewalksMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) 72,891.45\$58,627.45 to City; \$14,264.00 Property Owners, Barrett Law ProjectASSIGNED TO COMMITTEE (PRESIDENT) ~~Finance~~ Public Works